

CONTRACT DATA SHEETPSC Type (check one): ☐ New ☒ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: **Legal Aid Society, Inc.**
2. Address: **425 West Muhammad Ali Blvd.**
3. City/ State & Zip: **Louisville, KY 40202**
4. Contact Person Name & Telephone Number: **Jeffrey A. Been, 502-584-2340**
5. Revenue Commission Taxpayer ID#: **519910**
6. If registration is not required please explain:
7. Is account in good standing: **Yes**
8. Federal Tax ID # (SSN if sole proprietor): **61-0537626**

Department Information

9. Requesting Department: **Department of Neighborhoods-Community Outreach**
10. Contact Person Name & Telephone: **Elizabeth Kinney Hoffman, 502-574-3932/Jackie Bibbs James, 502-574-2340**

Contract Information

11. Not to exceed amount: **\$75,000**
12. Are expenses reimbursed? **No**
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: **10/1/06 – 9/30/07**
15. Coding: **1101- 710 - 2930 – 291260 - 521301**
16. Scope & Purpose of the contract: **Provide Legal and technical assistance to neighborhood groups to: (1) formalize the group structure (e.g., articles of incorporation, bylaws, federal and state tax exempt status); and (2) comply with legal and financial responsibilities (e.g., filing IRS forms, ethics laws, lobby restrictions). And other work as assigned by the director to support the mission of the department and all divisions.**

AuthorizationsWPM County Attorney Review - Approved as to Form:Department Director:
Signature certifies:

- ASST DIR Date: 3/26/07
- ☒ Funds are available
- ☒ Contractor is registered and in good standing with the Revenue Commission
- ☒ Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: 6-13-07Cabinet Secretary :
(If applicable)

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF NEIGHBORHOODS – COMMUNITY OUTREACH** herein referred to as “**METRO GOVERNMENT**”, and **LEGAL AID SOCIETY, INC.**, a Kentucky Corporation, with offices located at 416 West Muhammad Ali Boulevard, Suite 300, Louisville, Kentucky 40202, herein referred to as “**CONSULTANT**”,

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to legal and technical assistance to neighborhood groups; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following:

Provide legal and technical assistance to neighborhood groups to:

1) Formalize the group structure

2) Comply with legal and financial responsibilities, and other work as assigned by the Director to support the mission of the Department and all divisions

E. The work product or deliverables of Consultant shall include but not be limited to the following:

Articles of Incorporation, by laws, federal and state tax exempt status documents, IRS forms.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to the following:

Attorney	\$100.00, per hour
(specialist with 5 or more years of experience in non-profit law)	
Paralegal	\$50.00, per hour
Law Clerk/ Intern	\$25.00, per hour

Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$75,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the

Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin, October 1, 2006 and shall continue through and including, September 30, 2007. Continuation of this Agreement beyond June 30, 2007, shall be contingent upon budget approval.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Schedule A attached hereto.

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to

personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or

agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not

embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.


WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY:


IRV MAZE
JEFFERSON COUNTY ATTORNEY

Date: 3/8/07

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT
DEPARTMENT OF NEIGHBORHOODS -
COMMUNITY OUTREACH

By: 
Title: Asst Director

Date: 3/26/07

CONSULTANT: LEGAL AID SOCIETY, INC
A Kentucky Corporation

By: 
Title: Executive Director

Date: 3-19-2007

Taxpayer Identification No.
(TIN): 61-0537626

Louisville/Jefferson County
Revenue Commission Account
No.: 519910

RESOLUTION NO. _____, SERIES 2007

A RESOLUTION PURSUANT TO ORDINANCES 111 AND 112, SERIES 2006, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NEW CONTRACT – LEGAL AID SOCIETY, INC. - \$75,000.00.

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

DEPARTMENT OF NEIGHBORHOODS – COMMUNITY OUTREACH

\$75,000.00 for a new Professional Service Contract with LEGAL AID SOCIETY, INC., A Kentucky Corporation, for legal and technical assistance to neighborhood groups from October 1, 2006 thru September 30, 2007.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

Rick Blackwell
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Irv Maze
Jefferson County Attorney

BY: _____

[GK/2007 RES/DON & LEGAL AID SOCIETY INC]

030607

SCHEDULE A

INSURANCE REQUIREMENTS FOR ATTORNEYS

Prior to commencing work, Attorney shall obtain at his/her own cost the following types of insurance through insurance companies licensed in the State of Kentucky with an A.M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Insurance written through self insurance and/or captive carriers will also be considered acceptable upon submission and review by the Louisville/Jefferson County Metro Government's Risk Management Division of proper financial information relating to the self insurance program and/or captive insurance company.

The Attorney shall purchase and maintain at his/her own expense a Lawyer's Professional Liability insurance policy, which includes a minimum Limit of Liability of \$1,000,000 for each Wrongful Act. In the event that the Attorney's policy is written on a "Claims Made" Form, the Attorney shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one (1) year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Attorney has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract. Attorney shall provide proof of such coverage by submitting either a copy of the Policy or a Certificate of Insurance to the Metro Agency originating this contract (who may request review by the Louisville/Jefferson County Metro Government's Risk Management Division) prior to commencement of this contract. Attorney shall provide copies of renewal policies or Certificates of Insurance on an annual basis to the Louisville/Jefferson County Metro Government's Risk Management Division so that continuous coverage is provided during the term of this contract.

The Attorney shall procure and maintain insurance policies as described herein and for which Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled, or non-renewed, without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government's Risk Management, at the address below, before the expiration date.

Louisville/Jefferson County Metro Government
Department of Finance, Risk Management Division
611 West Jefferson Street
Louisville, KY 40202

Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Attorney hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Attorney.

LEGAL AID SOCIETY, INC				
DEPARTMENT OF NEIGHBORHOODS				
BILLING MONTH	AMOUNT BILLED	PAYMENT AMOUNT RECEIVED		BALANCE DUE
JULY, 2006	4,310.00	4,310.00	SEPT	-
AUGUST	1,570.00	1,570.00	SEPT	-
SEPTEMBER	5,280.00			5,280.00
OCTOBER	890.00			890.00
NOVEMBER	3,350.00			3,350.00
DECEMBER	2,880.00			2,880.00
JANUARY, 2007	3,750.00			3,750.00
FEBRUARY	not yet billed			
MARCH	not yet billed			
TOTALS	22,030.00	5,880.00		16,150.00
3/19/07				



**Legal Aid
Society**
Pursuing Justice - Restoring Hope

416 W. Muhammad Ali Blvd., Suite 300, Louisville, Kentucky 40202 www.laslou.org
Phone (502) 584-1254 Toll Free (800) 292-1862 Fax (502) 584-8014

FAX

To:	Steven Bowling	From:	Patty Kennedy
Fax:	574-4227	Pages:	3
Phone:		Date:	5/2/2007
Re:	Certificate of Insurance	CC:	

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Steven,

Please let me know if you need additional information.

Patty



The information contained in this fax is attorney/client privileged and confidential, intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient (or the employee or agent responsible for delivering it to the intended recipient), you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us by telephone (call collect if long distance) and return the original message to us at the above address at our expense.

**DITSLER INS AGENCY**

Gerald R Ditsler

1313 Lyndon Ln Ste 102

Louisville, KY 40222

(502) 895-0812 phone (502) 895-0888 fax

January 12, 2007

LEGAL AID SOCIETY INC

PATRICIA KENNEDY

416 W MUHAMMAD ALI BLVD STE 300

LOUISVILLE, KY 40202

Re: Nationwide Business Owners Policy # 63BO132-163-0001

Nationwide Commercial Auto Policy # 63BA132-163-0003

Nationwide Workers Compensation Policy #63WC132-163-0002

Nationwide Erisa Bond #63PR132-163-0004

Dear Patty,

Enclosed is the new policy for the renewal term of 1/1/2007 to 1/1/2008 along with a brief summary of coverages for you to review. Please take a few moments to look over the information and if you have any questions, feel free to contact our office.

PROPERTY COVERAGES**Deductible: \$250**

Location	Coverage	Covered Causes of Loss	Coverage Amount
425 W. Muhammad Ali Blvd. Louisville, KY 40202	Business Personal Property	Special Form	\$ 100
	Valuable Papers & Records		\$ 20,000
	Tenant Fire Legal		\$ 250,000
32 Public Square Elizabethtown, KY 42702	Business Personal Property	Special Form	\$ 15,000
	Valuable Papers & Records		\$ 20,000
810 Barrett Avenue Louisville, KY 40204	Business Personal Property	Special Form	\$ 15,000
	Valuable Papers & Records		\$ 20,000
416 W. Muhammad Ali Blvd Ste 300, Louisville, KY 40202	Business Personal Property	Special Form	\$ 1,000,000
	Valuable Papers & Records		\$ 20,000
	Tenant Fire Legal		\$ 250,000

WORKERS COMPENSATION COVERAGES

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

Kentucky Law Requires all employers with employees to carry workers comp insurance.
Please contact our office for information.

**DITSLER INS AGENCY**

Gerald R Ditsler
1313 Lyndon Ln Ste 102
Louisville, KY 40222
(502) 895-0812 phone (502) 895-0888 fax

LIABILITY COVERAGES

Coverage	Coverage Amount
Liability & Medical Expense	\$ 1,000,000 Any One Occurrence
Personal & Advertising Injury	Included in Above- Any One person or Organization
Medical Expenses	\$ 5,000 Any One Person
Fire Legal Liability	See Tenant Fire Legal (\$250,000)
General Aggregate Limit	\$ 2,000,000
Products Completed Operations Aggregate	\$ 1,000,000
Hired Auto Liability	\$ 1,000,000 (Covered on the business auto policy)
Non-Owned Auto Liability	\$ 1,000,000 (Covered on the business auto policy)

COMMERCIAL AUTO COVERAGES

Coverage	1988 Toy Tercel	2002 Toy Tacoma PU	1999 Mazda Protege	1999 Toy Corolla
Comprehensive	\$50 Deductible	\$50 Deductible	\$50 Deductible	\$50 Deductible
Collision	\$100 Deductible	\$100 Deductible	\$100 Deductible	\$100 Deductible
Liability	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Uninsured Motorist	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Underinsured Motorist	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Personal Injury Prot.	BASIC (\$10,000)	BASIC (\$10,000)	BASIC (\$10,000)	BASIC (\$10,000)

COMMERCIAL CRIME COVERAGE

Coverage Form	Limit of Insurance	Deductible Amount
Employee Benefits Liability	\$ 1,000,000 each employee \$ 1,000,000 aggregate	\$ 1,000
Form A (ERISA Bond)	\$ 15,000	-0-

This summary of your policy is brief in nature and not intended to supercede the policy. Please refer to the policy to confirm all coverages.

Thank you for renewing with our agency, we appreciate your business!

Sincerely,

G. R. Ditsler
GRD/rd

Kentucky Law Requires all employers with employees to carry workers comp insurance.
Please contact our office for information.